SUBSTITUTE TRUSTEE'S SALE NOTICE OF REAL AND PERSONAL PROPERTY

WHEREAS, on or about the 8th day of October, 2008, Partners In Ministry, Inc. executed and delivered a certain Deed of Trust unto Philip W. Kell, Trustee, California Baptist Foundation, beneficiary, to secure an indebtedness therein described which Deed of Trust is filed of record on October 22, 2008, in Deed of Trust Book 2959, Page 528, and as amended by Amendment to Deed of Trust recorded in Book 3136, Page 357, and as assigned to Church Loan Assets Master, LLC by Instrument filed on March 14, 2012 in Deed of Trust Book 3412, Page 745 and Power of Attorney Book 150, Page 335, all in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, Partners In Ministry, Inc., further executed, authorized and/or delivered a certain UCC 1 Financing Statement unto California Baptist Foundation, lienholder and beneficiary, to secure said indebtedness, and which was recorded in Book 2802, Page 689 filed on October 11, 2007, and as amended by UCC 3 Financing Statement Amendment, which was recorded in Book 2959, Page 559, and as assigned to Church Loan Assets Master, LLC, by UCC 3 Financing Statement Amendment, which was recorded in Book 3412, Page 752, and in Book 3444, Page 687, all in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on the 1st day of May, 2012, Church Loan Assets Master, LLC executed and delivered to Scott R. Hendrix an appointment whereby the said Scott R. Hendrix was appointed and substituted as Successor Trustee in the aforesaid Deed of Trust in the place and stead of Philip W. Kell, the Trustee originally named therein, as shown by said appointment duly recorded in Book 3436, Page 451 in the records of trust deeds of DeSoto County, Mississippi; and

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust, which default continues, and Church Loan Assets Master, LLC, the legal holder of the note secured by said Deed of Trust, having requested the undersigned to sell the property described hereinafter for the purpose of satisfying the indebtedness and costs of sale.

NOW, THEREFORE, notice is hereby given that I, the undersigned Substitute Trustee, will on the 27th day of June, 2012, at the East front door of the DeSoto County Courthouse in Hernando, Mississippi within legal hours, offer for sale, at public outcry, to the highest bidder for cash, the following described property in DeSoto County, Mississippi, to-wit:

Survey of a 23.533 acre parcel of land being located in the Southwest and Southeast Quarters of the Southeast of Section 16 and the Northwest and Northeast Quarters of the Northeast Quarter of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County,



Mississippi, and being more particularly described as follows:

Beginning at a set iron pin in the South right-of-way line of bending Cherry Lane (31' ROW), said point lies S 42° 48' 24" E, 6,703.35 feet from the Northwest corner of Section 16, Township 2 South, Range 7 West; thence along a line dividing the subject property and the EBI, Inc. Property as shown in Book 474, Page 773 S 38° 56' 04" W, 34.55 feet to a set iron pin; thence S 31° 34' 39" W, 444.17 feet to a set iron pin; thence S 00° 12' 17" E, 298.28 feet to a set iron pin, said point being in the North right-of-way line of Starlanding Road; thence along said North line S 89° 47' 43" W, 1,341.26 feet to a set iron pin; thence leaving said North line and along the West line of the Property as described herein N 00° 12' 17" W, 349.94 feet to a set iron pin; thence continuing along said West line N 89° 47' 43" E, 75.00 feet to a set iron pin; thence continuing along said line N 00° 12' 17" W, a measured distance of 361.99 feet (called 361.86') to a set iron pin, said point being in the South line of the Cherry Tree Park Subdivision as shown in Plat Book 97, Pages 18-21; thence along said South line N 89° 44' 12" E, 1,041.50 feet to a found iron pin; thence continuing along said line N 49° 09' 03" E, 281.68 feet to a found chiseled mark in the Southwest line of Bending Cherry Lane; thence along said line and along a curve to the left, said curve having a radius of 525.75 feet, an arc length of 84.79 feet, central angle of 9° 14' 26", Chord 84.70' and Chord bearing of S 53° 55' 09" E, to a set chiseled mark and point of tangency; thence S 56° 05' 20" E, 135.79 feet to a set chiseled mark; thence along a curve to the right, said curve having a radius of 784.50 feet and arc length of 109.51 feet, central angle 7° 59' 53", Chord 109.42 feet and Chord bearing of S 52° 05' 23" E, to a set iron pin, said point being the "Point of Beginning" for the property as described herein and containing 23.533 acres or 1,025,095 square feet.

Less and Except

Survey of a 1.449 acre parcel of land being located in the Southwest and Southeast quarters of the Southeast of Section 16 and the Northwest and Northeast quarters of the Northeast quarter of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a point in the North right-of-way line of Starlanding Road, said point being the Southwest corner of Life-Pointe Village at Cherry Tree, Phase I as shown hereon; thence along said North right-of-way line S 89° 47' 43" W, 298.94 feet to a point; thence leaving said North line N 00° 01' 13" W 199.34 feet to a point; thence N 90° 00' 00" E, 132.11 feet to an angle point; thence N 79° 11' 36" E, 42.20 feet to a point on a curve; thence northeasterly along a curve to the right, said curve having a radius of 146.00 feet (central angle 135° 58' 56", chord bearing N 61° 06' 43", and chord length of 232.19'), an arc length of 346.51 feet to a point; thence N 45° 00' 00" E, 130.98 feet to a point in the North line of the property as described herein; thence along said north line, N 90° 00' 00" E, 21.21 feet to a point in the West line of the Life-Pointe Village at Cherry Tree, Phase I; thence along said west line S 45° 00' 00" W 169.20 feet to a point on a curve, thence southwesterly along a curve to the left, said curve having a radius of 122.00 feet (central angle 215° 48' 09", chord bearing S 27° 05' 55" W, chord length 270.72'), an arc length of 459.50 feet to a point; thence continuing along said West line S 00° 00' 00" W, 103.24 feet to a point in the North line of Starlanding Road and the "point of beginning" and containing 1.449 acres or 63,125 square feet.

Less and Except

Survey of a 4.189 acre parcel of land being located in the Southwest and Southeast quarters of the Southeast of Section 16 and the Northwest and Northeast quarters of the Northeast quarter of Section 21, Township 2 South, Range 7 West, Southaven DeSoto County, Mississippi and being more particularly described as follows:

Commencing at an iron pin in the South right-of-way line of Bending Cherry Lane (31' ROW), said point lies S 42° 48' 24" E, 6,703.35 feet from the Northwest corner of Section 16, Township 2 South, Range 7 West, thence along a line dividing the subject property and the EBI, Inc. property as shown in Book 474, Page 773 S 38° 56' 04" W, 34.55 feet to an iron pin; thence S 31° 34' 39" W, 444.17 feet to an iron pin; thence S 00° 12' 17" E, 298.28 feet

to an iron pin, said point being in the North right-of-way line of Starlanding Road and being the "point of beginning" for the property as described herein known as Life-Pointe Village at Cherry Tree, Phase I, thence along said North line S 89° 47' 43" W, 425.24 feet to a point; thence leaving said North line and along the West line of the property as described herein N 00° 00' 00" E, 103.24 feet to a point of curvature; thence northeasterly along a curve to the right, said curve having a radius of 122.00 feet (central angle 215° 48' 09", chord bearing N 27° 05' 55" E, and chord length of 270.72), an arc length of 459.50 feet to a point; thence N 45° 00' 00" E, 169.20 feet to a point in the North line of the property as described herein; thence along said North line, N 90° 00' 00" E, 189.06 feet to an angle point; thence S 00° 00' 00" W, 123.82 feet to an angle point; thence S 58° 25' 21" W, 11.39 feet to an iron pin in the West line of the EBI, Inc. property as shown in Book 474, Page 773; thence along said line S 00° 12' 17" E, 298.28 feet to a point in the North line of Starlanding Road and the "point of beginning" for the property as described herein and containing 4.189 acres or 182,464 square feet.

Indexing Instructions: Located in the Southwest and Southeast 1/4 of the Southeast 1/4 of Section 16 and the Northwest and Northeast 1/4 quarter of the Northeast 1/4 of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi.

Subject to each of the following:

- a) Restrictive covenants executed by Partners in Ministry, Inc. to Lifepointe Village-Southaven, LLC, filed on September 16, 2009, in Deed Book 617, Page 1 in the office of the Chancery Clerk of DeSoto County, Mississippi; and
- b) Right of Way to Entergy Mississippi, Inc., filed on February 23, 2009, in Deed Book 603, Page 306 in the office of the Chancery Clerk of DeSoto County, Mississippi; and
- c) Mutual Easement Agreement executed between Partners in Ministry, Inc. and Lifepointe Village-Southaven, LLC, filed on October 22, 2008 in Deed Book 596, Page 187 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Such title will be conveyed as is vested in me as Substitute Trustee aforesaid without warranty of any kind.

ALONG WITH THE FOLLOWING PERSONAL PROPERTY as is described in said UCC

Financing Statements, and that, to the knowledge of the undersigned, is located, to the extent it exists, on the above-described real property:

- (a) All structures, buildings and improvements of every kind and description now or at any time hereafter located on the property described [above] (the "Mortgaged Property") (the "Improvements");
- (b) All easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water rights and powers, and other emblements now or hereafter located on the Mortgaged Property or under or above the same or any part thereof, and all estates, rights, titles, interests and appurtenances, liberties, tenements, hereditaments, reversions and remainders whatsoever, in any way belonging or appertaining to the Mortgaged Property or any part thereof, whether now owned or hereafter acquired by Debtor;
- (c) All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Mortgaged Property or the improvements, or any part thereof, whether now existing or hereafter created or acquired by Debtor;

- (d) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Mortgaged Property;
- (e) All building materials, supplies and equipment now or hereafter placed on the Mortgaged Property or on the Improvements;
- All furniture, furnishings, fixtures, goods, equipment, machinery, inventory or (f) personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators and related machinery and equipment, stokers, tanks, cabinets, awnings and all appliances, communication, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and sprinkler and fire and theft protection equipment, and all fixtures and appurtenances thereto, farm products, consumer goods, vehicles (excluding Debtor's personal automobiles, if any), books and records, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Mortgaged Property or Improvements, and all warranties and guaranties relating thereto, and all extensions, additions, improvements, renewals, replacements, substitutions and betterments thereto and substitutions and replacements therefore (exclusive of any of the foregoing owned or leased by tenants or space in the Improvements except to the extent any of the same constitute fixtures) (collectively, the "Equipment").
- All leases (including, without limitation, oil, gas and mineral leases), licenses, (g) concessions and occupancy agreements of all or any part of the Mortgaged Property or the Improvements (each, a "Lease" and collectively, "Leases"), whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits, and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements (collectively, the "Rents and Profits") of the Mortgaged Property or the improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or any of the General Intangibles and all cash or securities deposited to secure performance by the tenants, lessees or licenses (each, a "Tenant" and collectively, 'Tenants"), as applicable, of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;
- All contracts and agreements now or hereafter entered into covering any part of (h) the Mortgaged Property or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Mortgaged Property or the improvements (including all subcontracts, architectural renderings, models, specifications, plans, drawing, surveys, tests, reports, data, labor, bonds and governmental approvals) and plans and specifications relating to the construction of improvements on the Land including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements entered into with contractors, suppliers, materialmen or laborers with respect to construction of improvements on the Land, and any and all contracts or documents relating to the management or operation of any part of the Mortgaged

Property or the Improvements;

- (i) All water taps, sewer taps, water service and waste water capacity reservations, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Mortgaged Property or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings personal property or components of any of the foregoing now or hereafter located or installed on the Mortgaged Property or the Improvements;
- (j) All present and future funds, accounts, instruments, accounts receivable, documents, claims, general intangibles (including, without limitation, trademarks, trade names, service marks, symbols, logos and goodwill now or hereafter used in connection with any part of the Mortgaged Property or the Improvements, all names by which the Mortgaged Property or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Mortgaged Property or the Improvements) (collectively, the "General Intangibles");
- (k) All insurance policies or binders now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon;
- (l) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to this Deed of Trust or any other of the Loan Documents and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Mortgaged Property or the Improvements;
- (m) All present and future monetary deposits given by Debtor to any public or private utility with respect to utility services furnished to any part of the Mortgaged Property or the Improvements;
- (n) All proceeds, products, substitutions and accessions (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and
- (o) All other or greater rights and interest of every nature in the Mortgaged Property and the Improvements and in the possession or use thereof and income therefrom, whether real, personal, intangible or mixed properties, whether now owned or hereafter acquired by Debtor;
- (p) All revenues, receipts, income (including but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), accounts, accounts receivable and other receivables including, without limitation, revenues receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, sale of other goods and services, and any other items of revenue, receipts or other income and other benefits of the land from time to time accruing;
- (q) Together with any and all additional items of personal property, furnishings, fixtures, equipment, furniture, trade fixtures, and other items of property not heretofore referenced above, including any and all musical instruments, church pews, chairs, pulpits, podiums, and all other items used in connection with the operation of the premises as a church and related church functions.

All of such property, real, personal or mixed, described herein shall be offered together at public sale, with bids taken in regard to all such property together as one unit, with all of such personal property being offered for sale as a whole to the highest bidder for cash.

Such title will be conveyed without warranty of any kind. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition as to the personal property, said matters being disclaimed pursuant, but not limited to Mississippi Code Annotated Section 75-9-

610(f).

This, the 5 day of May. 2012

Scott R. Hendrix, Substitute Trustee

PUBLISH: June 5, 12, 19, 26, 2012.

SUBSTITUTED TRUSTEE'S NOTICE OF SALE DESOTO COUNTY, MS

WHEREAS, on March 24, 1999, Gregory J Schmidt and Cynthia L Schmidt, tenants by the entirety, executed a deed of trust to Thomas F. Baker IV, Trustee for the benefit of FT Mortgage Companies D/B/A First Tennessee Mortgage Company, Inc., which deed of trust is recorded in Deed of Trust Book 1095 at Page 572 in the Office of the Chancery Clerk of the County of DeSoto, State of Mississippi; and

WHEREAS, by name change effective March 5, 2000, FT Mortgage Companies became First Horizon Home Loan Corporation; and

WHEREAS, by merger effective June 1, 2007, First Horizon Home Loan Corporation became First Horizon Home Loans, a Division of First Tennessee Bank, National Association; and

WHEREAS, the aforesaid, First Horizon Home Loans, a division of First Tennessee Bank National Association, the holder of said deed of trust and the note secured thereby, substituted John C. Underwood, Jr., as Trustee therein, as authorized by the terms thereof, by instrument dated August 28, 2009 and recorded in the Office of the aforesaid Chancery Clerk in Book 3,080 at Page 408; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, First Horizon Home Loans, a division of First Tennessee Bank National Association, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substituted Trustee's fees and expense of sale;

NOW, THEREFORE, I, John C. Underwood, Jr., Substituted Trustee in said deed of trust, will on the 27th day of June, 2012, offer for sale at public outcry for cash to the highest bidder, and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.) at the

Main front door of the County Courthouse at Hernando, County of DeSoto, State of Mississippi, the following described property situated in the County of DeSoto, State of Mississippi, to-wit:

Lot 125, Section A, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 10, Pages 34-35, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

I WILL CONVEY only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE, this the 24th day of May, 2012.

John C. Underwood, Jr. SUBSTITUTED TRUSTEE

Control #09070342

PUBLISH: 06/05/2012, 06/12/2012, 06/19/2012, 06/26/2012

SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, on November 21, 2003, Damian T. Wigley and wife Mary C. Wigley, executed a deed of trust to J. Patrick Caldwell, Attorney at Law, Trustee for the benefit of BancorpSouth Bank, which deed of trust is recorded in Deed of Trust Book 1880 at Page 76 in the Office of the Chancery Clerk of the County of DeSoto, State of Mississippi; and

WHEREAS, the aforesaid, BancorpSouth Bank, the holder of said deed of trust and the note secured thereby, substituted John C. Underwood, Jr., as Trustee therein, as authorized by the terms thereof, by instrument dated November 1, 2011 and recorded in the Office of the aforesaid Chancery Clerk in Book 3,363 at Page 166; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, BancorpSouth Bank, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substituted Trustee's fees and expense of sale;

NOW, THEREFORE, I, John C. Underwood, Jr., Substituted Trustee in said deed of trust, will on the 27th day of June, 2012, offer for sale at public outcry for cash to the highest bidder, and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.) at the Main front door of the County Courthouse at Hernando, County of DeSoto, State of Mississippi, the following described property situated in the County of DeSoto, State of Mississippi, to-wit:

Lot 9, Chamberlain Oaks Subdivision, situated in Section 14, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 55, Pages 7-8, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

I WILL CONVEY only such title as is vested in me as Substituted Trustee.

6-27-12

WITNESS MY SIGNATURE, this the 25th day of May, 2012.

John C. Underwood, Jr. SUBSTITUTED TRUSTEE

Control #11101293

PUBLISH: 06/05/2012, 06/12/2012, 06/19/2012, 06/26/2012

SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, on January 25, 2008, Gregory W. Jackson, a married man and Jessica A. Jackson, his wife, executed a deed of trust to T. Harris Collier, III, Trustee for the benefit of Mortgage Electronic Registration Systems, Inc., which deed of trust is recorded in Deed of Trust Book 2,850 at Page 225 in the Office of the Chancery Clerk of the County of DeSoto, State of Mississippi; and

WHEREAS, the aforesaid deed of trust was assigned to Trustmark National Bank by instrument dated December 12, 2011, and recorded in the Office of the aforesaid Chancery Clerk in Book 3,381 at Page 324; and

WHEREAS, the aforesaid, Trustmark National Bank, the holder of said deed of trust and the note secured thereby, substituted Underwood Law Firm PLLC, as Trustee therein, as authorized by the terms thereof, by instrument dated April 23, 2012 and recorded in the Office of the aforesaid Chancery Clerk in Book 3,436 at Page 128; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, Trustmark National Bank, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substituted Trustee's fees and expense of sale;

NOW, THEREFORE, WE, Underwood Law Firm PLLC, Substituted Trustee in said deed of trust, will on the 27th day of June, 2012, offer for sale at public outcry for cash to the highest bidder, and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.) at the Main front door of the County Courthouse at Hernando, County of DeSoto, State of Mississippi, the following described property situated in the County of DeSoto, State of Mississippi, to-wit:

le-27-12

Lot 259, Section "J", Deecreek Subdivision, located in Section 1, Township 3 South, Range 8 West, DeSoto County, Mississippi, as rerecorded in Plat Book 99, Pages 25-27, in Office of the Chancery Clerk of DeSoto County, Mississippi.

WE WILL CONVEY only such title as is vested in Underwood Law Firm PLLC as Substituted Trustee.

WITNESS OUR SIGNATURE, this the 25th day of May, 2012.

Underwood Law Firm PLLC SUBSTITUTED TRUSTEE

BY: John C. Underwood, Jr. Managing Member

Control #12040608

PUBLISH: 06/05/2012, 06/12/2012, 06/19/2012, 06/26/2012

SUBSTITUTED TRUSTEE'S NOTICE OF SALE DESOTO COUNTY, MS

W.E. DAVIS, CH CLERK WHEREAS, on May 3, 2011, Shirley J. Leinonen and husband, Gerald K. Leinonen, executed a deed of trust to J. Patrick Caldwell, Trustee for the benefit of BancorpSouth Bank, which deed of trust is recorded in Deed of Trust Book 3,300 at Page 595 in the Office of the Chancery Clerk of the County of DeSoto, State of Mississippi; and

WHEREAS, the aforesaid, BancorpSouth Bank, the holder of said deed of trust and the note secured thereby, substituted Underwood Law Firm PLLC, as Trustee therein, as authorized by the terms thereof, by instrument dated May 7, 2012 and recorded in the Office of the aforesaid Chancery Clerk in Book 3,439 at Page 465; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, BancorpSouth Bank, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together with attorney's fees, Substituted Trustee's fees and expense of sale;

NOW, THEREFORE, WE, Underwood Law Firm PLLC, Substituted Trustee in said deed of trust, will on the 27th day of June, 2012, offer for sale at public outcry for cash to the highest bidder, and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.) at the Main front door of the County Courthouse at Hernando, County of DeSoto, State of Mississippi, the following described property situated in the County of DeSoto, State of Mississippi, to-wit:

Lot 2842, Section N, Southaven West Subdivision, situated in Section 26, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 5, Page 8 in the Chancery Clerk's office of DeSoto County, Mississippi.

WE WILL CONVEY only such title as is vested in Underwood Law Firm PLLC as Substituted Trustee.

6.27-12

WITNESS OUR SIGNATURE, this the 25th day of May, 2012.

Underwood Law Firm PLLC SUBSTITUTED TRUSTEE

BY: John C. Underwood, Jr. Managing Member

Control #12040702

PUBLISH: 06/05/2012, 06/12/2012, 06/19/2012, 06/26/2012

SUBSTITUTE TRUSTEE'S SALE NOTICE OF REAL AND PERSONAL PROPERTY

WHEREAS, on or about the 8th day of October, 2008, Partners in Ministry, Inc. executed and delivered a certain Deed of Trust unto Philip W. Kell, Trustee, California Baptist Foundation, beneficiary, to secure an indebtedness therein described which Deed of Trust is filed of record on October 22, 2008, in Deed of Trust Book 2959, Page 570 and as amended by instrument dated January 19, 2010 filed for record on February 24, 2010, Deed of Trust Book 3136, Page 349 and Power of Attorney Book 136, Page 267, all in the office of the Chancery Clerk of DeSoto County, Mississippi, and which was assigned to Church Loan Assets Master, LLC, on March 14, 2012 by instrument recorded in Deed of Trust Book 3412, Page 736 and Power of Attorney Book 150, Page 330, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, Partners in Ministry, Inc., further executed, authorized and/or delivered a certain UCC 1 Financing Statement unto California Baptist Foundation, lienholder and beneficiary, to secure said indebtedness, and which was recorded in Book 2959, Page 600 filed on October 22, 2008, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being assigned to Church Loan Assets Master, LLC as recorded on March 14, 2012 in Book 3412, Page 741, and on May 25, 2012 in Book 3444, Page 686, each in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, on the 1st day of May, 2012, Church Loan Assets Master, LLC executed and delivered to Scott R. Hendrix an appointment whereby the said Scott R. Hendrix was appointed and substituted as Successor Trustee in the aforesaid Deed of Trust in the place and stead of Philip W. Kell, the Trustee originally named therein, as shown by said appointment duly recorded in Book 3436, Page 449 in the records of trust deeds of DeSoto County, Mississippi; and

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust and Financing Statement, which default continues, and Church Loan Assets Master, LLC, the legal holder of the note secured by said Deed of Trust, having requested the undersigned to sell the property described hereinafter for the purpose of satisfying the indebtedness and costs of sale.

NOW, THEREFORE, notice is hereby given that I, the undersigned Substitute Trustee, will on the 27th day of June, 2012, at the East front door of the DeSoto County Courthouse in Hernando, Mississippi within legal hours, offer for sale, at public outcry, to the highest bidder for cash, the following described property in DeSoto County, Mississippi, to-wit:

6-27-12

Survey of a 1.449 acre parcel of land being located in the Southwest and Southeast quarters of the Southeast of Section 16 and the Northwest and Northeast quarters of the Northeast quarter of Section 21, Township 2 South, Range 7 West, Southaven, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at a point in the North right-of-way line of Starlanding Road, said point being the Southwest corner of Life-Pointe Village at Cherry Tree, Phase I as shown hereon; thence along said North right-of-way line S 89° 47' 43" W, 298.94 feet to a point; thence leaving said North line N 00° 01' 13" W 199.34 feet to a point; thence N 90° 00' 00" E, 132.11 feet to an angle point; thence N 79° 11' 36" E, 42.20 feet to a point on a curve; thence northeasterly along a curve to the right, said curve having a radius of 146.00 feet (central angle 135° 58' 56", chord bearing N 61° 06' 43", and chord length of 232.19'), an arc length of 346.51 feet to a point; thence N 45° 00' 00" E, 130.98 feet to a point in the North line of the property as described herein; thence along said north line, N 90° 00' 00" E, 21.21 feet to a point in the West line of the Life-Pointe Village at Cherry Tree, Phase I; thence along said West line S 45° 00' 00" W 169.20 feet to a point on a curve, thence southwesterly along a curve to the left, said curve having a radius of 122.00 feet (central angle 215° 48' 09", chord bearing S 27° 05' 55" W, chord length 270.72'), an arc length of 459.50 feet to a point; thence continuing along said West line S 00° 00' 00" W, 103.24 feet to a point in the North line of Starlanding Road and the "point of beginning" and containing 1.449 acres or 63,125 square feet.

Subject to each of the following:

- a) Restrictive covenants executed by Partners in Ministry, Inc. to Lifepointe Village-Southaven, LLC, filed on September 16, 2009, in Deed Book 617, Page 1 in the office of the Chancery Clerk of DeSoto County, Mississippi; and
- b) Right of Way to Entergy Mississippi, Inc., filed on February 23, 2009, in Deed Book 603, Page 306 in the office of the Chancery Clerk of DeSoto County, Mississippi; and
- c) Mutual Easement Agreement executed between Partners in Ministry, Inc. and Lifepointe Village-Southaven, LLC, filed on October 22, 2008 in Deed Book 596, Page 187 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Such title will be conveyed as is vested in me as Substitute Trustee aforesaid without warranty of any kind.

ALONG WITH THE FOLLOWING PERSONAL PROPERTY as is described in said UCC Financing Statement, and that, to the knowledge of the undersigned, is located, to the extent it exists, on the above-described real property:

- (a) All structures, buildings and improvements of every kind and description now or at any time hereafter located on the property described [above] (the "Mortgaged Property") (the "Improvements");
- (b) All easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water rights and powers, and other emblements now or hereafter located on the Mortgaged Property or under or above the same or any part thereof, and all estates, rights, titles, interests and appurtenances, liberties, tenements, hereditaments, reversions and remainders whatsoever, in any way belonging or appertaining to the Mortgaged Property or any part thereof, whether now owned or hereafter acquired by Debtor;
- (c) All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used

- in connection with the Mortgaged Property or the improvements, or any part thereof, whether now existing or hereafter created or acquired by Debtor;
- (d) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Mortgaged Property;
- (e) All building materials, supplies and equipment now or hereafter placed on the Mortgaged Property or on the Improvements;
- All furniture, furnishings, fixtures, goods, equipment, machinery, inventory or (f) personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators and related machinery and equipment, stokers, tanks, cabinets, awnings and all appliances, communication, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and sprinkler and fire and theft protection equipment, and all fixtures and appurtenances thereto, farm products, consumer goods, vehicles (excluding Debtor's personal automobiles, if any), books and records, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Mortgaged Property or Improvements, and all warranties and guaranties relating thereto, and all extensions, additions, improvements, renewals, replacements, substitutions and betterments thereto and substitutions and replacements therefore (exclusive of any of the foregoing owned or leased by tenants or space in the Improvements except to the extent any of the same constitute fixtures) (collectively, the "Equipment").
- All leases (including, without limitation, oil, gas and mineral leases), licenses, (g) concessions and occupancy agreements of all or any part of the Mortgaged Property or the Improvements (each, a "Lease" and collectively, "Leases"), whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits, and all payments on account of oil and gas and other mineral leases, working interests, production payments, royalties, overriding royalties, rents, delay rents, operating interests, participating interests and other such entitlements (collectively, the "Rents and Profits") of the Mortgaged Property or the improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or any of the General Intangibles and all cash or securities deposited to secure performance by the tenants, lessees or licenses (each, a "Tenant" and collectively, 'Tenants"), as applicable, of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms:
- (h) All contracts and agreements now or hereafter entered into covering any part of the Mortgaged Property or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Mortgaged Property or the improvements (including all subcontracts, architectural renderings, models, specifications, plans, drawing, surveys, tests, reports, data, labor, bonds and governmental approvals) and plans and specifications relating to the construction of improvements on the Land including, without limitation (i) any engineering or architectural agreements entered into with respect to the design and other engineering or architectural services; (ii) the plans and specifications for the construction of said improvements prepared by any engineer or architect; and (iii) any agreements

entered into with contractors, suppliers, materialmen or laborers with respect to construction of improvements on the Land, and any and all contracts or documents relating to the management or operation of any part of the Mortgaged Property or the Improvements;

- (i) All water taps, sewer taps, water service and waste water capacity reservations, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Mortgaged Property or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings personal property or components of any of the foregoing now or hereafter located or installed on the Mortgaged Property or the Improvements;
- (j) All present and future funds, accounts, instruments, accounts receivable, documents, claims, general intangibles (including, without limitation, trademarks, trade names, service marks, symbols, logos and goodwill now or hereafter used in connection with any part of the Mortgaged Property or the Improvements, all names by which the Mortgaged Property or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Mortgaged Property or the Improvements) (collectively, the "General Intangibles");
- (k) All insurance policies or binders now or hereafter relating to the Mortgaged Property, including any unearned premiums thereon;
- (I) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Mortgagee pursuant to this Deed of Trust or any other of the Loan Documents and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Mortgaged Property or the Improvements;
- (m) All present and future monetary deposits given by Debtor to any public or private utility with respect to utility services furnished to any part of the Mortgaged Property or the Improvements;
- (n) All proceeds, products, substitutions and accessions (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and
- (o) All other or greater rights and interest of every nature in the Mortgaged Property and the Improvements and in the possession or use thereof and income therefrom, whether real, personal, intangible or mixed properties, whether now owned or hereafter acquired by Debtor;
- (p) All revenues, receipts, income (including but not limited to, all revenues, pledges, income, gifts, donations and offerings from whatever source owned by Debtor), accounts, accounts receivable and other receivables including, without limitation, revenues receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, sale of other goods and services, and any other items of revenue, receipts or other income and other benefits of the land from time to time accruing;
- (q) Together with any and all additional items of personal property, furnishings, fixtures, equipment, furniture, trade fixtures, and other items of property not heretofore referenced above, including any and all musical instruments, church pews, chairs, pulpits, podiums, and all other items used in connection with the

operation of the premises as a church and related church functions.

All of such property, real, personal or mixed, described herein shall be offered together at public sale, with bids taken in regard to all such property together as one unit, with all of such personal property being offered for sale as a whole to the highest bidder for cash.

Such title will be conveyed without warranty of any kind. There is no warranty relating to title, possession, quiet enjoyment or the like in this disposition as to the personal property, said matters being disclaimed pursuant, but not limited to Mississippi Code Annotated Section 75-9-610(f).

This, the $\frac{3/5}{2}$ day of May, 2012.

Scott R. Hendrix, Substitute Trustee

PUBLISH: June 5, 12, 19, 26, 2012.

COUNTY OF DESOTO

SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, C. J. Rasul executed a Deed of Trust to T. Harris Collier, III, Trustee for Trustmark National Bank, dated September 25, 2006, filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi on October 5, 2006, at 10:44 a.m. and recorded in said office in Book 2578 at Page 721, in the original principal amount of \$1,003,765.50, having a final maturity date of September 25, 2011; and

WHEREAS, the above referenced Deed of Trust was modified by that certain Modification of Deed of Trust dated April 5, 2010, and filed for record in the office of the Chancery Clerk of DeSoto County, Mississippi, on April 27, 2010, at 12:28 p.m. and recorded in said office in Book 3158 at Page 645; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another Trustee in the place of the Trustee named in said Deed of Trust, and Trustmark National Bank, pursuant to said Deed of Trust, substituted Michael D. Ferris as Trustee in said Deed of Trust in the place of T. Harris Collier, III, by written instrument dated May 21, 2012, filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi, on May 21, 2012, at 12:03 p.m., and duly recorded in Book 3,442 at Page 787 in said office; and

WHEREAS, default having been made in the performance of the conditions and stipulations as set out in the above described Deed of Trust and the said Substituted Trustee having been requested and directed by Trustmark National Bank to execute the trust; and in strict accordance with the Deed of Trust aforesaid and the Laws of the State of Mississippi, the dates

1019930

6-27-12

for publication of this Substituted Trustee's Notice of Sale in the DeSoto Times Tribune, a newspaper published in the City of Hernando, DeSoto County, Mississippi, having been set at the following, to-wit: The 5th day of June, 2012; the 12th day of June, 2012; the 19th day of June, 2012; and the 26th day of June, 2012, I will, on the 27th day of June, 2012, during legal hours, which are between the hours of 11:00 a.m. and 4:00 p.m., at the East front door of the DeSoto County Courthouse in the City of Hernando, Mississippi, offer for sale, at public auction and sell to the highest and best bidder for cash, the following described real property lying and being in DeSoto County, State of Mississippi, and more particularly described as follows:

Lots 25, 26 & 27, Fourth Addition, Section "A", Whitehaven View Subdivision, as shown on Plat appearing on record in Plat Book 1, Page 43, in the land records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County to which recorded plat reference is made for a more particular description, said property being in Section 14, Township 1, Range 8, DeSoto County, Mississippi.

Title to said property is believed to be good, but I will convey only such title as is vested in me as Substituted Trustee, without warranty of any kind whatsoever.

WITNESS MY SIGNATURE, on this, the 5 day of Jane, 2012.

MICHAEL D. FERRIS SUBSTITUTED TRUSTEE

MITCHELL, McNUTT & SAMS, P.A. P. O. Box 7120 Tupelo, MS 38802-7120 (662) 842-3871

6-27-12

1019930

SUBSTITUTED TRUSTEE'S NOTICE OF SALE

WHEREAS, C. J. Rasul dba Richwell Properties executed a Deed of Trust to T. Harris Collier, III, Trustee for Trustmark National Bank, dated October 4, 2006, filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi on October 10, 2006, at 8:41 a.m. and recorded in said office in Book 2581 at Page 1, in the original principal amount of \$742,946.50, having a final maturity date of October 4, 2011; and

WHEREAS, the above referenced Deed of Trust was modified by that certain Modification of Deed of Trust dated April 5, 2010, and filed for record in the office of the Chancery Clerk of DeSoto County, Mississippi, on April 27, 2010, at 12:28 p.m. and recorded in said office in Book 3158 at Page 647; and

WHEREAS, said Deed of Trust authorized the appointment and substitution of another Trustee in the place of the Trustee named in said Deed of Trust, and Trustmark National Bank, pursuant to said Deed of Trust, substituted Michael D. Ferris as Trustee in said Deed of Trust in the place of T. Harris Collier, III, by written instrument dated May 21, 2012, filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi, on May 21, 2012, at 12:03 p.m., and duly recorded in Book 3,442 at Page 785 in said office; and

WHEREAS, default having been made in the performance of the conditions and stipulations as set out in the above described Deed of Trust and the said Substituted Trustee having been requested and directed by Trustmark National Bank to execute the trust; and in strict accordance with the Deed of Trust aforesaid and the Laws of the State of Mississippi, the dates

6-27-12

1019881

for publication of this Substituted Trustee's Notice of Sale in the DeSoto Times Tribune, a newspaper published in the City of Hernando, DeSoto County, Mississippi, having been set at the following, to-wit: The 5th day of June, 2012; the 12th day of June, 2012; the 19th day of June, 2012; and the 26th day of June, 2012, I will, on the 27th day of June, 2012, during legal hours, which are between the hours of 11:00 a.m. and 4:00 p.m., at the East front door of the DeSoto County Courthouse in the City of Hernando, Mississippi, offer for sale, at public auction and sell to the highest and best bidder for cash, the following described real property lying and being in DeSoto County, State of Mississippi, and more particularly described as follows:

Lot 4, L.H. Poppenheimer's ReSubdivision of Lots 1 through 3 and Lots 25 through 27 of the Fourth Addition, Section A, Whitehaven View Subdivision, Section 14, Township 1, Range 8 West, as shown on plat of record on Plat Book 15, Page 1 (revised), in the Register's Office of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said property. NOTE: This lot was formally known as the North Half of Lot 2, 4th Addition, Section A, Whitehaven View SD.

Lot 3, Fourth Addition, Section A, Whitehaven View Subdivision, Section 14, Township 1, Range 8 West, as shown on plat of record in Plat Book 15, Page 1 (revised), in the Register's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Lot 47, L.H. Poppenheimer's ReSubdivision of Lots 4 through 6 and Lots 8 through 24 of Fourth Addition, Section A, Whitehaven View Subdivision, Section 14, Township 1, Range 8 West, as shown on plat of record in Plat Book 14, Page 52 (revised), in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property. NOTE: This lot was formerly known as Lot 4, 4th Addition, Section A, Whitehaven View SD.

Lot 44, 45 and 46, L.H. Poppenheimer's ReSubdivision of Lots 4 through 6 and Lots 8 through 24 of the Fourth Addition, Section A, Whitehaven View Subdivision, Section 14, Township 1, Range 8 West, as shown on plat of record in Plat Book 14, Page 52 (revised) in the Chancery Clerk's Office of DeSoto County, Mississippi.

Title to said property is believed to be good, but I will convey only such title as is vested in me as Substituted Trustee, without warranty of any kind whatsoever.

WITNESS MY SIGNATURE, on this, the 5th day of June, 2012.

MICHAEL D. FERRIS

MITCHELL, McNUTT & SAMS, P.A. P. O. Box 7120 Tupelo, MS 38802-7120 (662) 842-3871